



PTO/SB/81 (11-04)

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**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM**

Application Number	10/051,548
Filing Date	January 16, 2002
First Named Inventor	Sridevi Sarma et al.
Title	System And Method For Association of Object Sets
Art Unit	2121
Examiner Name	Not Yet Assigned
Attorney Docket No.	106221-4 (formerly F00526/70003)

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint:

 Practitioners associated with the Customer Number: 021125

OR

 Practitioner(s) named below:

Name	Registration Number	Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

 The address associated with the above-mentioned Customer Number:

OR

 The address associated with Customer Number:

OR

 Firm or Individual Name Nutter, McClellan & Fish, LLPAddress World Trade Center West
155 Seaport BoulevardCity Boston State MA Zip 02210-2604Country USA Telephone (617) 439-2000 Fax (617) 310-9000

I am the:

 Applicant/Inventor. Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature	<i>Ricahrd Chavie</i>	Date	<i>3/11/05</i>
Name:	<i>Ricahrd Chavie</i>	Telephone	(678) 591-7194

Title and Company CEO, InfoLenz Corporation

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

 *Total of 1 forms are submitted.



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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Sridevi Sarma, Sean Warnick, Munther DahlehApplication No./Patent No.: 10/051,548 Filed/Issue Date: January 16, 2002Entitled: System And Method For Association of Object SetsInfoLenz Corp., a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 014211, Frame 0596, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

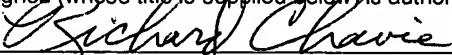
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Richard Chavie
Signature3/11/05
Date

Richard Chavie
Printed or Typed Name
CEO
Title

(678) 591-7194
Telephone Number

INFOLENZ CORPORATION

NON-DISCLOSURE, INVENTIONS AND NON-COMPETITION AGREEMENT

In consideration of my engagement or continued engagement by InfoLenz Corporation, a Delaware corporation, or any of its predecessors, successors or subsidiaries (collectively, the "Company"), as an employee, officer or consultant (as the case may be, from time to time, my "engagement"), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

Scope of Agreement

The business of the company is personalization through dynamic profiling and segmentation. (hereinafter "Business of the Company"). The scope of this agreement pertains only to the Business of the Company. Regarding technical information and know-how: it is acknowledged by the company that I enter this engagement with technical information and know-how that may apply to the Business of the Company, but that is not owned by the company. This agreement defines my responsibility for full disclosure and transfer of all rights to the *application* of this information and know-how to the Business of the Company, but does not imply the relinquishment of any rights to the original technical information or know-how.

Confidentiality

I understand that the Company continually obtains and develops valuable proprietary and confidential information concerning its business, business relationships and financial affairs (the "Confidential Information") which may become known to me in connection with my engagement.

I acknowledge that all Confidential Information, whether or not in writing and whether or not labeled or identified as confidential or proprietary, is and shall remain the exclusive property of the Company or the third party providing such information to myself or the Company. By way of illustration, but not limitation, Confidential Information may include Inventions (as hereafter defined), trade secrets, research and development activities of the Company, product and marketing plans, customer and supplier information and information disclosed to the Company or to me by third parties of a proprietary or confidential nature or under an obligation of confidence. Confidential Information is contained in various media, including without limitation, patent applications, computer programs in object and/or source code, flow charts and other program documentation, manuals, plans, drawings, designs, technical specifications, laboratory notebooks, supplier and customer lists, internal financial data and other documents and records of the Company.

I agree that I shall not, during the term of my engagement and thereafter, publish, disclose or otherwise make available to any third party, other than employees or officers of, or

consultants to, the Company, any Confidential Information except as expressly authorized in writing by the Company. I agree that I shall use such Confidential Information only in the performance of my duties for the Company and in accordance with any Company policies with respect to the protection of Confidential Information. I agree not to use such Confidential Information for my own benefit or for the benefit of any other person or business entity.

I agree to exercise all reasonable precautions to protect the integrity and confidentiality of Confidential Information in my possession and not to remove any materials containing Confidential Information from the Company's premises except to the extent necessary to my engagement. Upon the termination of my engagement, or at any time upon the Company's request, I shall return immediately to the Company any and all materials containing any Confidential Information then in my possession or under my control.

Confidential Information shall not include information which (a) is or becomes generally known within the Company's industry through no fault of mine; (b) was known to me at the time it was disclosed as evidenced by my written records at the time of disclosure; (c) is lawfully and in good faith made available to me by a third party who did not derive it from the Company and who imposes no obligation of confidence on me; or (d) is required to be disclosed by a governmental authority or by order of a court of competent jurisdiction, *provided* that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to the Company.

Assignment of Inventions

I agree promptly to disclose to the Company any and all concepts, discoveries, inventions, developments, original works of authorship, software programs, software and systems documentation, trade secrets that are conceived, devised, invented, developed or reduced to practice or tangible medium by me, under my direction or jointly with others during any period that I am employed or engaged by the Company, whether or not during normal working hours or on the premises of the Company, which relate to the Business of the Company (as defined above) and arise out of my engagement with the Company (hereinafter "Inventions").

I hereby assign to the Company all of my right, title and interest to the Inventions and any and all related patent rights, copyrights and applications and registrations therefor. During and after my engagement, I shall cooperate with the Company, at the Company's expense, in obtaining proprietary protection for the Inventions and I shall execute all documents which the Company shall reasonably request in order to perfect the Company's rights in the Inventions. I hereby appoint the Company my attorney to execute and deliver any such documents on my behalf in the event I should fail or refuse to do so within a reasonable period following the Company's request. I understand that, to the extent this Agreement shall be construed in accordance with the laws of any state which limits the assignability to the Company of certain employee or consultant inventions, this Agreement shall be interpreted not to apply to any such invention which a court rules or the Company agrees is subject to such state limitation.

I acknowledge that all original works of authorship made by me within the scope of my engagement which are protectible by copyright are intended to be "works made for hire", as that term is defined in Section 101 of the United States Copyright Act of 1976 (the "Act"), and shall

be the property of the Company and the Company shall be the sole author within the meaning of the Act. If the copyright to any such copyrightable work shall not be the property of the Company by operation of law, I will, without further consideration, assign to the Company all of my right, title and interest in such copyrightable work and will cooperate with the Company and its designees, at the Company's expense, to secure, maintain and defend for the Company's benefit copyrights and any extensions and renewals thereof on any and all such work. I hereby waive all claims to moral rights in any Inventions.

I further represent that the attached Schedule A contains a complete list of all inventions, that pertain to the Business of the Company, made, conceived or first reduced to practice by me, under my direction or jointly with others prior to my engagement with the Company ("Prior Inventions") and which are not assigned to the Company hereunder. If there is no such Schedule A attached hereto, I represent that there are no such Prior Inventions.

Non-competition I agree that while I am engaged by the Company I shall not, without the Company's prior written consent, directly or indirectly, as a principal, employee, consultant, partner, or stockholder of, or in any other capacity with, any business enterprise (other than in my capacity as a holder of not more than 1% of the combined voting power of the outstanding stock of a publicly held company) (a) engage in direct or indirect competition with the Company, (b) conduct a business of the type or character engaged in by the Company, and within the scope of the Business of the company, during my engagement or (c) develop products or services competitive with those of the Company.

General non-solicitation I agree that during my engagement with the Company and for a period of [eighteen months] after the termination or cessation of such engagement for any reason, I shall not solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the clients, customers or accounts, or prospective clients, customers or accounts, of the Company which were contacted, solicited or served by me while engaged by the Company.

Non-solicitation of Employees I agree that during my engagement and for a period of [eighteen months] after the termination or cessation of my engagement for any reason, I shall not directly or indirectly recruit, solicit or hire any employee of the Company, or induce or attempt to induce any employee of the Company to discontinue his or her employment relationship with the Company.

Other Agreements

I hereby represent to the Company that, except as identified on Schedule B, I am not bound by any agreement or any other previous or existing business relationship which may conflict with or prevent the full performance of my duties and obligations to the Company (including my duties and obligations under this or any other agreement with the Company) during my engagement.

I understand that the Company does not desire to acquire from me any trade secrets, know-how or confidential business information I may have acquired from others. Therefore, I agree during my engagement with the Company, I will not improperly use or disclose any

proprietary information or trade secrets of any former or concurrent employer, or any other person or entity with whom I have an agreement or to whom I owe a duty to keep such information in confidence. Those persons or entities with whom I have such agreements or to whom I owe such a duty are identified on Schedule B.

No Obligation of Continued Engagement I understand that this Agreement does not constitute a contract of employment or consultancy or create an obligation on the part of the Company to continue my engagement with the Company. I understand that my engagement is "at will" and that my obligations under this Agreement shall not be affected by any change in my position, title or function with, or compensation, by the Company.

General

This Agreement may not be assigned by either party except that the Company may assign this Agreement in connection with the merger, consolidation or sale of all or substantially all of its business or assets. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and other legal representatives and, to the extent that any assignment hereof is permitted hereunder, their assignees.

This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter and the scope of this Agreement. This Agreement may be changed only by a written instrument signed by both parties hereto.

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

I acknowledge that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are reasonable for such purpose. I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach, the Company shall be entitled, in addition to monetary damages and to any other remedies available to the Company under this Agreement and at law, to equitable relief, including injunctive relief, and to payment by myself of all costs incurred by the Company in enforcing the provisions of this Agreement, including reasonable attorneys' fees. I agree that should I violate any obligation imposed on me in this Agreement, I shall continue to be bound by the obligation until a period equal to the term of such obligation has expired without violation of such obligation.

This Agreement shall be construed as a sealed instrument and shall in all events and for all purposes be governed by, and construed in accordance with, the laws of the Commonwealth

of Massachusetts without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction. Any action, suit or other legal proceeding which I may commence to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and I hereby consent to the jurisdiction of such court with respect to any action, suit or proceeding commenced in such court by the Company.

I HAVE READ ALL OF THE PROVISIONS OF THIS NON-DISCLOSURE,
INVENTIONS AND NON-COMPETITION AGREEMENT, AND I UNDERSTAND, AND
AGREE TO, EACH OF SUCH PROVISIONS.

2/1/00
Date

Sean Warner
(Signature)

Print Name: SEAN WARNER

Acknowledged and
agreed to by:

INFOLENZ CORPORATION

By: Sudeshna Sarm

Name: SRIDESHI SARMA

Title: CHIEF ARCHITECT

SCHEDULE A

PRIOR INVENTIONS

The following is a complete list of all Prior Inventions in the scope of business:

_____ No Prior Inventions

_____ See below for description of Prior Inventions

_____ Additional Sheets Attached

If I am claiming any Prior Inventions above, I agree that, if in the course of my engagement with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company shall automatically be granted and shall have a non-exclusive, royalty-free, irrevocable, transferable, perpetual world-wide license to make, have made, modify, use and sell such Prior Invention as part of, or in connection with, such product, process or machine.

SCHEDULE B

PRIOR COMMITMENTS